

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JESSICA GUZMAN, *on behalf of herself,*
FLSA Collective Plaintiffs, and the Class,

Plaintiff,

- against -

Civil Action No.: 1: 22-cv-9385-RA

OFFER OF JUDGMENT

**26 MOTORS CORP d/b/a 26 MOTORS,
26 MOTORS QUEENS INC. d/b/a 26 MOTORS,
26 MOTORS JAMAICA INC. d/b/a 26 MOTORS,
26 MOTORS LONG ISLAND LLC d/b/a 26 MOTORS,
26 MOTORS OF FRANKLIN SQUARE LLC d/b/a
26 MOTORS, MOSHE POURAD,
YOSEF AYZENCOT, and AHARON BENHAMO,**

Defendants.

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Pursuant to [Rule 68 of the Federal Rules of Civil Procedure](#) (“FRCP”), Defendant 26 MOTORS CORP. d/b/a 26 MOTORS (“26 Motors Corp.”), on behalf of itself and Defendants 26 MOTORS QUEENS INC. d/b/a 26 MOTORS, 26 MOTORS JAMAICA INC. d/b/a 26 MOTORS, 26 MOTORS LONG ISLAND LLC d/b/a 26 MOTORS, 26 MOTORS OF FRANKLIN SQUARE LLC d/b/a 26 MOTORS, MOSHE POURAD, YOSEF AYZENCOT, and AHARON BENHAMO (collectively “Defendants”) hereby offers to allow Plaintiff **JESSICA GUZMAN** (“Plaintiff”) to take judgment against 26 Motors Corp. in this action for the total sum of Twenty-Six Thousand (\$26,000.00), plus Plaintiff’s costs incurred herein to the date of this offer (the “Offer”), including her reasonable attorneys’ fees incurred to date.

A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief arising out of the acts and/or omissions Plaintiff alleges against all Defendants in her Complaint in the above captioned action, including all of Defendants’ officers, employees, or agents, either past or present.

This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, and b) if necessary, in a proceeding to determine the reasonableness of any attorney fees that Plaintiff may claim hereunder.

This Offer is made for the purposes specified in [FRCP Rule 68](#) and shall not be construed as an admission of liability by any Defendant, or by any Defendant's officer, employee, or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Complaint.

Acceptance of the Offer will act to release and discharge all Defendants, their successors or assigns and all of their past and present officers, employees, and agents from any and all claims that were or could have been alleged by Plaintiff against them.

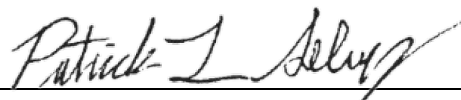
Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto.

A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
May 1, 2023

Yours, etc.

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY: 
Patrick L. Selvey

Attorneys for Defendants

26 MOTORS CORP., 26 MOTORS QUEENS INC.,
26 MOTORS JAMAICA INC., 26 MOTORS
LONG ISLAND LLC, 26 MOTORS OF FRANKLIN
SQUARE LLC, MOSHE POURAD, YOSEF
AYZENCOT, and AHARON BENHAMO
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